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Re: Xerox v. Phoenix Color, et al
Civil Action No.: L 02 CV 1734
Discovery request

Dear Mr. Gaumont,

Enclosed, please find the entire second chapter of the USCO Learner Guide that you requested. As discussed, we believe that the documents that we previously produced fully responded to your discovery request. This is being provided as a courtesy to you. Please call with any questions or concerns.

Very truly yours,

WEINSTOCK, FRIEDMAN
& FRIEDMAN, P.A.

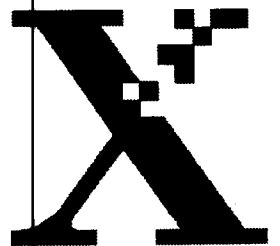

Rosemary E. Allulis

Enclosure

USCO Contract Simplification Learner Guide

*deliver
the
Promise*

USCO Contract Simplification Learner Guide



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Education & Learning
Xerox Document University
Leesburg, Virginia 22075

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Changes are periodically made to this document. Changes, technical inaccuracies, and typographic errors will be corrected in subsequent editions.

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Section 1: Introduction and Welcome

This Guide will help you learn about USCO Order Simplification and how to complete or edit the new agreements.

The activities in this Guide work together with the video, **Building Orders A Better Way!** If you are using this workbook on your own, without a facilitator, be sure you have a copy of the video before proceeding.

Agenda

• Welcome and Introduction	5 minutes
• Program Overview and New Forms Description (video)	25 minutes
• Document Completion (video & discussion)	55 minutes
— <i>Example 1 - Lease</i>	
— <i>Example 2 - Lease with XTI Refinance</i>	
— <i>Example 3 - Cash Sale & SAM (2 units)</i>	
— <i>Example 4 - Pooling - with new and existing units</i>	
• Break	15 minutes
• Practice Exercises	90 minutes
• Price List Changes for 1997	5 minutes
• Preview of the MTC Electronic Point of Sale Agreement	5 minutes
• Transition Plans to the New Agreements	10 minutes
• Questions and Answers	25 minutes
• Wrap-Up and Evaluation	5 minutes
TOTAL TIME REQUIRED	4 hours

Ground Rules

- Participation
- Use of flip chart "Parking Lot"
- Use of Quality Interactive Skills
- Be on time!
- Share responsibility for training
- No side conversations

After the Program Overview and the New Forms Description, you will probably have many questions about how to complete the agreements for specific transactions.

Before going in search of answers, work through the examples and the practice exercises. These activities will answer most of your questions.

Objectives

After completing the activities in this workbook, you should be able to:

For All Audiences

Work through a varied series of example transactions using both the new Agreements and the Order Completion Manual.

For Sales Representatives:

Select and complete the appropriate Agreement(s), including any internal forms necessary to document the transactions entered into with CBU customers.

**For CBR's and
XFC Representatives:**

Edit completed Agreement(s) to ensure appropriate contract documentation.

**For Customer
Administration Reps**

Identify the changes to the new Agreements and the major changes in the Terms and Conditions.

Section 2: Program Overview and New Forms Description

Video Watch the first segment of the video, “**Building Orders a Better Way!**”

In this part of the video, the narrator covers the Program Overview and the New Forms Description.

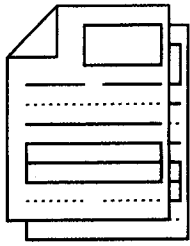
Program Overview

This section of the video explains why and how Xerox is changing the contract documents and the process.

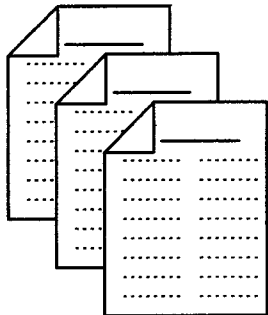
The narrator contrasts the old and new processes and presents a quick summary of the new forms used in the process.

The next two pages illustrate the old and new contract processes.

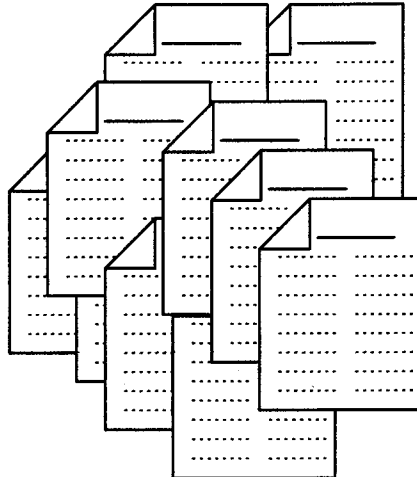
The Old Contract Process



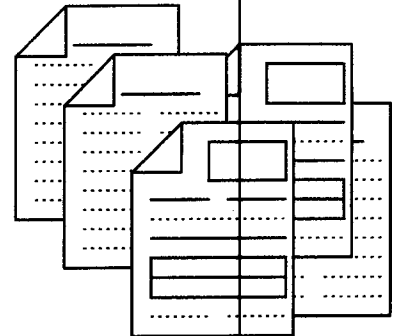
Cover Sheet &
Internal Document



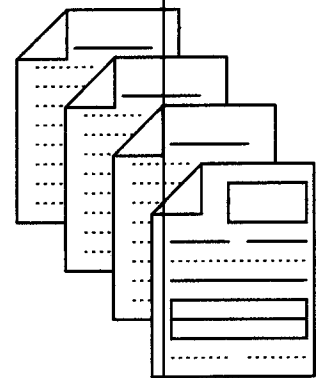
Terms &
Conditions



600+ Price Lists
(includes Supplemental
T&C's)

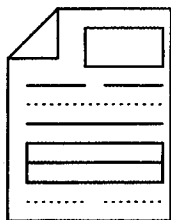


100+
Amendments

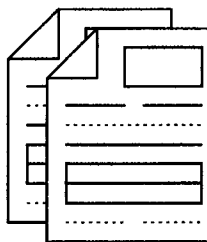


20+ Internal
Documents

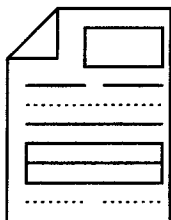
The New Contract Process



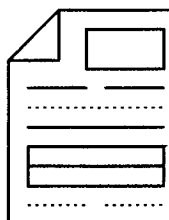
**Sale/Maintenance
Agreement**



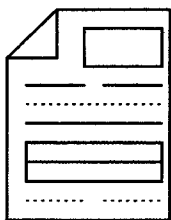
**Demo
Agreements (2)**



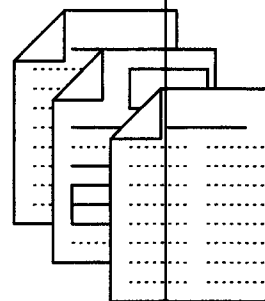
**Lease
Agreement**



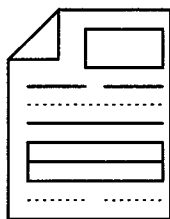
**Pool Plan
Agreement**



**Rental
Agreement**



**8 addenda for
Additional
Products & other
situations**



**1 Internal Document
(goes with all Agreements)**

Refer to the **Document Change Summary** in the **Order Completion Manual** for full details about how the documents have changed with this new, simplified process.

**Each Agreement is self-contained with it's own
Terms & Conditions**

New Forms Description

In this section of the video, the narrator presents each of the new forms in more detail.

Copies of the agreements are included on the next several pages so you can follow along.

Pause the tape at the end of this segment to look over the forms more closely.

Don't spend too much time trying to understand everything about the forms right now. There are several examples coming up that will clear up most of your questions.

Highlights of the New Agreements and Terms & Conditions

- Each consists of a cover page plus specific terms and conditions.
- They can be copied on 11 x 17" paper so that the cover page is on the front, and the T&C's are on the inside and back.
- The Terms and Conditions have been completely rewritten to be easily understood by you and your customers.
- Terms and Conditions are broken into logical sections that correspond to the cover sheet.
- Checkboxes on the cover sheet refer to specific terms and conditions and have eliminated the need for many amendments.

Sale / Maintenance Agreement

SALE / MAINTENANCE AGREEMENT

THE DOCUMENT COMPANY

XEROX

Customer's Legal Name (Bill to)	_____
Name Overflow (if needed)	_____
Street Address	_____
Box#/Routing	_____
City, State	_____
Zip Code	_____ - _____
Tax ID#	_____
Customer Name (Install)	_____
Name Overflow (if needed)	_____
Installed at Street Address	_____
Floor/Room/Routing	_____
City, State	_____
Zip Code	_____ - _____
County Installed In	_____
Customer Requested Install Date	____/____/____

Check all that apply

- | | |
|--|---------------------------|
| <input type="checkbox"/> Tax Exempt (Certificate Attached) | |
| <input type="checkbox"/> Assoc./Coop. Name | |
| <input type="checkbox"/> Negotiated Contract # | |
| <input type="checkbox"/> Attached Customer P.O. #s: | Supplies: |
| Sale: | Maint. |
| <input type="checkbox"/> State or Local Government Customer | |
| <input checked="" type="checkbox"/> Replacement/Modification of Prior Xerox Agreement | |
| Agreement covering Xerox Equipment Serial# (or 95#) | |
| is hereby <input type="checkbox"/> modified <input type="checkbox"/> replaced. | Effective Date: _ / _ / _ |
| Comments | |

☐ **Installment Sales Information**

Install. Sale Term: _____ mo. Int. Rate _____ % Payable \$: _____
☐ Prepaid Invoice: _____ months
☐ Refin. of Prior Agrmt: ☐ Xerox (95# _____) ☐ 3rd Party Eq.
 Amt Refin: \$ _____ Int Rate: _____ % Total Int Payable: \$ _____

☐ Maintenance Information

Maintenance Term: _____ months
☐ Supplies included in Base/Print Charges

Cash Sale/Installment Sale - Payment Information

[illegible]

\$ MONTHLY INSTALLMENT SALE PAYMENT (excl. of applic. taxes)

Maintenance Agreement Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	
Prints 1 - _____	\$
Prints _____ - _____	\$
Prints _____ - _____	\$
Print Charge Meter 2:	
Prints 1 - _____	\$
Prints _____ - _____	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

☐ **Adjustment Period (Maintenance Agreement Only)**

Period A - Mos. Affected:	-
Monthly Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Period B - Mos. Affected:	-
Monthly Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

☐ **Purchased Supplies** ☐ Cash ☐ Financed ☐ Contract#

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
		Total Price =	\$

☐ **Trade-In Allowance** Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		\$
		\$
		\$
	Total Allowance =	\$

Total Allowance Applied to: ☐ Trade-In Equipment Balance \$ _____
☐ Price of Replacement Equip. \$ _____

☐ **Application Software**

Software Title	Initial License Fee <input type="checkbox"/> Cash <input type="checkbox"/> Finance	Annual Renewal Fee <input type="checkbox"/> Support Only
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

☐ **K-16 Billing Suspension**

(check 1 as required)

Months affected

- ☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Run Length Plan | <input type="checkbox"/> Fixed Price Plan |
| <input type="checkbox"/> Per-Foot Pricing | <input type="checkbox"/> Annual Charge Plan |
| <input type="checkbox"/> Extended Service Hours:
Description: _____ \$ _____ mo. | |
| <input type="checkbox"/> Comp. Replacement Program: \$ _____ | |
| <input type="checkbox"/> Std. Maint. Agmt. \$ _____ / year | |
| <input type="checkbox"/> Attached Addenda
form# _____ (_____) | <input type="checkbox"/> Attached Addenda
form# _____ (_____) |

Agreement Presented By:

Name _____ Phone _____
Xerox Corporation - Acceptance By:
Name _____ Date _____
Signature _____

Form 51858 (11/86)

Customer:

Name _____ Phone _____
 Title _____ Date _____
 Signature _____

Customer Signature and Order Submission Requirements

Since the new agreements are no longer a "one-write" NCR form, there are some changes to the Customer Signature and Order Submission requirements:

AN ORIGINAL INK SIGNATURE IS REQUIRED ON ALL ORDER DOCUMENTS SUBMITTED FOR PROCESSING.

There are two ways to do this:

1. COPY IN ADVANCE METHOD:

Before leaving the office:

- Fill out as much of the order as possible;
- Make a copy of the cover sheet;

At the customer site:

- Fill in the rest of the order on **both** the copy and the original;
- Have the customer sign both the copy and the original in **ink**.

2. COPY AT THE CUSTOMER SITE METHOD:

At the customer site:

- Fill out the entire order **except** for the signature
- Make a copy
- Have the customer sign both the original and the copy in **ink**.

Whichever method you use, be sure to:

- Leave the signed original, with terms and conditions attached with the customer;
- Submit the copy with the original ink signature to the Customer Business Rep for processing.

This page left intentionally blank

Sale / Maintenance Agreement Highlights

Customer Information

- Be sure to use customer's legal name on line 1.
- **TAX ID** - new field.
 - Required on all commercial financed transactions.
 - Eliminates the need for UCC forms.
 - Not the same as the sales tax exempt certificate number.
 - Get this information from the customer's controller, VP of Finance, or Accounts Payable contact.

Replacement / Modification of Prior Xerox Agreement

- New section - used to change an agreement a customer already has with Xerox.
- Use **MODIFICATION** for:
 - Add-on Accessories
 - Upgrades
 - Contract Extensions
 - Price Plan Changes
- Use **REPLACEMENT** for:
 - Contract Substitutions
 - OTP Transactions

Maintenance Price Information & Adjustment Period

- New sections.
- Use them to describe Monthly Base Charge and Print Charges for any maintenance plan.
- Use Adjustment Period to reflect any changes in how the customer will be billed in the initial months after install (such as for Warranty Buyouts or Prepaid Months for Lease agreements, or Supplies billed during the Warranty Period for Supplies & Maintenance contracts).

Lease Agreement Highlights

Lease Information Section

- Use it to indicate term of the agreement.
- Interest Rate fields apply only to State or Local Government Customers or to Refinance transactions where disclosure is required.

Payment Information Section

- Purchase Option - write in fixed purchase option amount or FMV for Fair Market Value transactions.

Price Information Section

- Reflects amounts for the Lease payment and the maintenance component.
- Monthly Base Charge and Monthly Minimum Lease Payment are always the same unless it is a separately billed Cost Per Copy, with an Average Monthly Print Volume (AMPV) greater than zero.

Adjustment Period Section

- This section is used for Warranty Buyouts or Prepaid Months on the Lease Agreement.

Lease Agreement

[illegible]

Rental Agreement Highlights

Payment Information Section

- Number of months in the rental term is written in here.

Price Information Section

- Write in the minimum monthly rental payment.

Adjustment Period Section

- Use this section when the initial months of the rental agreement will be billed differently than the rest of the agreement, such as trade-in credits.

Trade-In Allowance

- If the trade-in allowance is applied to the replacement rental equipment, then the allowance is applied equally to the first 24 months.

Additional Options

- Rental Flexibility Plan checkbox corresponds to the Rental Flexibility terms and conditions in the agreement.

Rental Agreement

RENTAL AGREEMENT

THE DOCUMENT COMPANY
XEROX

Customer's Legal Name (B# to) _____
 Name Overflow (if needed) _____
 Street Address _____
 Box#/Routing _____
 City, State _____
 Zip Code _____

Customer Name (Install) _____
 Name Overflow (if needed) _____
 Installed at Street Address _____
 Floor/Room/Routing _____
 City, State _____
 Zip Code _____
 County Installed In _____
 Customer Requested Install Date ____/____/____

Rental Payment Information

Product (with serial number, if in place equipment) _____

\$ _____ MINIMUM MONTHLY RENTAL PAYMENT
 (exclusive of applicable taxes)

Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
 (based on Meter 1 Print Charges) _____

Adjustment Period

Period A - Mos. Affected:	-
Monthly Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
 (based on Meter 1 Print Charges) _____

Period B - Mos. Affected:	-
Monthly Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
 (based on Meter 1 Print Charges) _____

Purchased Supplies

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
			\$
		Total Price =	\$

Trade-In Allowance

Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		\$
		\$
		\$
		\$
		Total Allowance =

Total Allowance Applied to: ☐ Trade-In Equipment Balance \$
☐ Price of Replacement Equip. \$
 (Applied equally to first 24 payments)

Check all that apply

☐ Tax Exempt (Certificate Attached)
☐ Negotiated Contract # _____
☐ Attached Customer P.O. #s: Supplies: _____
 Rental: _____
☐ State or Local Government Customer
☐ Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#) _____
 is hereby modified. Effective Date: ____/____/____
 Comments _____

Rental Information

Rental Term: _____ months
☐ Supplies included in Base/Print Charges

Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash <input type="checkbox"/> Finance	<input type="checkbox"/> Support Only
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

K-16 Billing

Suspension

(check 1 as required)

Months affected

☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
 Description: _____ / \$ _____ mo.
☐ Rental Flexibility Plan
☐ Attached Addenda
 form# _____ () form# _____

Agreement Presented By:

Name _____ Phone _____

Xerox Corporation - Acceptance By:

Name _____ Date _____

Signature _____

Customer:

Name _____ Phone _____

Title _____ Date _____

Signature _____

Form 51859 (11/96)

Demonstration Agreement Highlights

Use the Demonstration Agreement for on-site demonstrations of Xerox equipment (trials).

- Terms and Conditions are now self-contained in the agreement.
- Write in the demonstration equipment and the number of days in the demo period.

Demonstration Agreement

DEMONSTRATION AGREEMENT		THE DOCUMENT COMPANY XEROX	
Customer's Legal Name (Mail) _____ Name Overflow (if needed) _____ Street Address _____ Box#/Routing _____ City, State _____ Zip Code _____	Customer Name (Install) _____ Name Overflow (if needed) _____ Installed at Street Address _____ Floor / Room / Routing _____ City, State _____ Zip Code _____		
Demonstration Equipment			
Products _____ _____ _____ _____ _____		Customer Requested Install Date: ____ / ____ / ____ Demonstration Period: ____ Days	
Terms			
Xerox agrees to deliver and install the products set forth above (the "Products") on a demonstration basis pursuant to the following terms.			
<ol style="list-style-type: none"> 1. PRODUCT USE AND MAINTENANCE. You shall have use of the Products throughout the Demonstration Period set forth above in order to determine whether you wish to acquire them from Xerox. During this time, Xerox shall maintain the equipment pursuant to its standard maintenance terms at no charge to you. 2. SUPPLIES. Xerox will provide you with the initial supplies necessary to operate the Products (with the understanding that Xerox may bill you for these supplies if you later decide to acquire the Products). You agree to purchase from Xerox all additional supplies you require during the Demonstration Period. 3. TITLE AND RISK OF LOSS. Title to the Products (including any Software) shall at all times reside with Xerox and/or its licensors. Risk of Loss shall shift to you upon installation and remain with you throughout the term of this Agreement. 4. DELIVERY AND REMOVAL CHARGES. Xerox will be responsible for all standard costs associated with on-site delivery or removal of the Products (while you will be responsible for any non-typical delivery or removal expenses). 5. TERMINATION. Xerox may terminate this Demonstration Agreement at any time by giving you notice of its decision in this regard and removing the Products from your premises. 6. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes must be made in a writing signed by both parties. Neither party shall be liable to the other for any direct damages in excess of one million dollars nor for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees. 			
Agreement Presented By: Name _____ Phone _____ Xerox Corporation - Acceptance By: Name _____ Date _____ Signature _____		Customer: Name _____ Phone _____ Title _____ Date _____ Signature _____	
Form 51861 (11/96)			

Demonstration and Storage Agreement Highlights

This agreement is the same as the Demonstration Agreement, except that it includes a space to write in the equipment that Xerox will store for the customer during the demonstration period.

Terms and Conditions regarding this storage are also included.

Whenever possible, have the customer keep their trade-in equipment on-site during the demonstration period and use the **Demonstration Agreement** instead.

Demonstration and Storage Agreement

DEMONSTRATION AND STORAGE AGREEMENT

THE DOCUMENT COMPANY
XEROX

Customer's Legal Name (Mail) _____

Name Overflow (if needed) _____

Street Address _____

Box#/Routing _____

City, State _____

Zip Code _____

Customer Name (Install) _____

Name Overflow (if needed) _____

Installed at Street Address _____

Floor / Room / Routing _____

City, State _____

Zip Code _____

Demonstration Equipment

Products _____

Customer Requested Install Date: ____ / ____ / ____

Demonstration Period: ____ Days

Stored Equipment

Manufacturer

Model/Serial #

Terms

Xerox agrees to deliver and install the products set forth above (the "Products") on a demonstration basis pursuant to the following terms.

- PRODUCT USE AND MAINTENANCE.** You shall have use of the Products throughout the Demonstration Period set forth above in order to determine whether you wish to acquire them from Xerox. During this time, Xerox shall maintain the equipment pursuant to its standard maintenance terms at no charge to you.
- SUPPLIES.** Xerox will provide you with the initial supplies necessary to operate the Products (with the understanding that Xerox may bill you for these supplies if you later decide to acquire the Products). You agree to purchase from Xerox all additional supplies you require during the Demonstration Period.
- TITLE AND RISK OF LOSS.** Title to the Products (including any Software) shall at all times reside with Xerox and/or its licensors. Risk of Loss shall shift to you upon installation and remain with you throughout the term of this Agreement.
- EQUIPMENT STORAGE.** Xerox will remove and store certain units of your equipment ("Stored Equipment") throughout the Demonstration Period. Title to the Stored Equipment, along with all payment obligations, shall remain with you while Risk of Loss will shift to Xerox until the Stored Equipment is returned to you or disposed of as agreed to by you and Xerox.
- DELIVERY AND REMOVAL CHARGES.** Xerox will be responsible for all standard costs associated with on-site delivery or removal of the Products (while you will be responsible for any non-typical delivery or removal expenses).
- TERMINATION.** Xerox may terminate this Demonstration Agreement at any time by giving you notice of its decision in this regard and removing the Products from your premises.
- MISCELLANEOUS.** This Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes must be made in a writing signed by both parties. Neither party shall be liable to the other for any direct damages in excess of one million dollars nor for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

Agreement Presented By:

Name _____ Phone _____

Xerox Corporation - Acceptance By:

Name _____ Date _____

Signature _____

Customer:

Name _____ Phone _____

Title _____ Date _____

Signature _____

Internal Document Highlights

An Internal Document must be completed for each unit ordered!

- Changes on the Internal Document **do not** require a customer signature.
- Sales Reps complete the **solid boxes**.
- Customer Business Reps complete the **dotted-line boxes**.
- Several amendments have been eliminated because of the revised Internal Document.
- Exception Approval Checkboxes and Signatures are at the bottom of this document.

★ ★ DOTTED AREAS ★ ★ To be completed by the Sales CBR. All other areas to be completed by the Sales Rep.		ORDER AGREEMENT INTERNAL DOCUMENT		THE DOCUMENT COMPANY XEROX	
Customer Number 95 Customer Number		Sale Range Worksheet/Unit 		Product 	
Customer Name 		Order Emp # 		Order Number 	
Sale Price List # 		Maint. Price List # / Plan Description 		Applicable Marketing Guide Article(s) # 	
Config. Override 		Commission Waiver Code 		Pooling ID 	
Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>		Tax Codes State County City 		Geo Codes State County City 	
Standard Industrial Code (SIC) 		Install Establishment # 		Nature of Business: 	
METER READS (in place equipment) <div> 1. 2. 3. 4. 5. </div>		NUMBER OF EMPLOYEES at the Customer's Location <div> 1. <input type="checkbox"/> 1-9 5. <input type="checkbox"/> 100-499 2. <input type="checkbox"/> 10-19 6. <input type="checkbox"/> 500-999 3. <input type="checkbox"/> 20-49 7. <input type="checkbox"/> 1000-1499 4. <input type="checkbox"/> 50-99 8. <input type="checkbox"/> 1500-2499 9. <input type="checkbox"/> 2500+ </div>		State and Local Contract Fed. Gov't Contract # <input type="checkbox"/> Gov't Firm Contract Option <input type="checkbox"/> Gov't Fiscal Year Option Gov't Fiscal year begins 	
SUPPLIES AUTO REPLENISHMENT PRINT VOLUME ADJUSTMENT(S) <input type="checkbox"/> Estimated Print Volume (EMPV) <input type="checkbox"/> Monthly Print Volume (fill in all months) <div> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec </div>		Supplies Contact Phone Ext. Special Delivery Instructions for Equipment or Supplies (address, etc.) 		CUSTOMER INVOICING REQUIREMENTS (check all that apply) Meter Source: <input type="checkbox"/> Outbound <input type="checkbox"/> Inbound <input type="checkbox"/> RIC <input type="checkbox"/> Meter Collection Sys <input type="checkbox"/> Fax <input type="checkbox"/> Meter Cards <input type="checkbox"/> Single Invoicing <input type="checkbox"/> Electronic Invoicing <input type="checkbox"/> Summary Override <input type="checkbox"/> Summary Invoicing <input type="checkbox"/> Electronic Funds Transfer <input type="checkbox"/> Finance Summary <input type="checkbox"/> EBS Statement Invoicing <input type="checkbox"/> IMI Code Link # 	
DELIVERY / INSTALLATION REQUIREMENTS Delivery Contact Phone Ext. Alternate Delivery Contact Phone Ext. Survey Contact Phone Ext. 		Delivery location / dept. Floor # Room # Flooring: <input type="checkbox"/> Carpet <input type="checkbox"/> Tile <input type="checkbox"/> Marble <input type="checkbox"/> Other Delivery Entrance: <input type="checkbox"/> Front <input type="checkbox"/> Back <input type="checkbox"/> Side Delivery Hours to Doorway Width inches RIC/FAX # 		<div> <input type="checkbox"/> Loading Dock? Elevator: <input type="checkbox"/> Passenger <input type="checkbox"/> Freight <input type="checkbox"/> Upend Required? <input type="checkbox"/> Rails Needed? <input type="checkbox"/> Staircrawler? <input type="checkbox"/> Tech Rap? <input type="checkbox"/> Steps # Landings # <input type="checkbox"/> Space Ready? <input type="checkbox"/> Site Cleared? <input type="checkbox"/> Supplies Ordered? <input type="checkbox"/> Stand / Table required? <input type="checkbox"/> In place equipment / furniture needs to be moved prior to delivery? <input type="checkbox"/> Telephone Line Ready? <input type="checkbox"/> Electricity / Receptacle Ready? Power Cord Type Volts Amps <input type="checkbox"/> 20 Amp receptacle given to customer? Customer 20 Amp Power receptacle installed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Customer acknowledges request to be billed for Xerox Service Installation charges on customer installable equipment? <input type="checkbox"/> Software? <input type="checkbox"/> DTR Site Verification required? <input type="checkbox"/> Obstruction / obstacles in the delivery path? If checked, explain in space to the right. <input type="checkbox"/> Installation Preparation Document reviewed? <input type="checkbox"/> Customer Satisfaction Checklist Completed? </div>	
<input type="checkbox"/> Pick up trade unit at same time as delivery? Date ERC Code <input type="checkbox"/> Repack Kit?		Make Model Serial Number Competitive Equipment Replacement Tag # 		★ ★ EXCEPTION APPROVALS SHOULD BE OBTAINED BY SALES REP PRIOR TO SUBMITTING ORDER TO CBR ★ ★ Check all that apply: <div> <input type="checkbox"/> Competitive Trade-In Range Extension Promotion <input type="checkbox"/> XTI / CTI / CRP Headquarters Exception Approval <input type="checkbox"/> Waiver of Rental ETCs <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Other </div>	
Signatures below indicate approval for the items checked on the left CBU Manager, Sales Operations Date CBU Controller Date 		Form 51859H (12/96)			

Pool Plan Agreement Highlights

This is a **new** agreement.

- The Pool Plan Agreement is an “umbrella” agreement and modifies the underlying existing agreements for all units in the Pool.
- Replaces the need to complete separate Supply and Maintenance (SAM) agreements for each SAM unit added to a Pool.
- If existing lease units are being added to the Pool, then complete the **Use Charge Pricing Exhibit** (more on this exhibit in a later example).

Pool Plan Agreement

POOL PLAN AGREEMENT

THE DOCUMENT COMPANY
XEROX

Pool Invoice Summary Bill to Address

Customer's Legal Name _____
 Name Overflow (if needed) _____
 Street Address _____
 Box#/Routing _____
 City, State _____
 Zip Code _____

Pool ID # _____
 Supplies Included ☐ Yes ☐ No
 Fixed Pricing ☐ Yes ☐ No
☐ Modification to existing Pool
 Modification eff. date _____
☐ Customer Purchase Order # (if required - attach copy)
 P.O. # _____ (one P.O. # per Pool)

Equipment Included

As of the date of this Agreement, there are _____ units of equipment which constitute the Pool as shown on the attached Pool Plan Pricing Exhibit. These units are currently physically installed or pending delivery to one or more of your locations.

Meter Reconciliation

- ☐ Monthly
☐ Quarterly
☐ Semi-annual
☐ Annual

Pool Price Information

Pool Monthly Charge	\$ _____
Pool Prints Included	_____
Excess Rate per Print	\$ _____

Agreement Presented By:

Name _____ Phone _____

Xerox Corporation - Acceptance By:

Name _____ Date _____

Signature _____

Customer:

Name _____ Phone _____

Title _____ Date _____

Signature _____

Form 51863 (11/96)

Changes to the Terms and Conditions

The changes in contract terms and conditions that allowed us to create the new Xerox Order Agreements were based primarily on:

Reduced and simplified language

Changing the way we express many of our terms so as to significantly **reduce** the amount of language required for clarity (e.g., using the Base / Prints boxes in place of extensive "price plan descriptions").

Moving information to On-Demand documents

Shifting concepts that were not necessary to put "in writing" for most of our customers to the new **On-Demand documents** (e.g., Period of Assured Availability and a description of Training and Start-Up Services).

Removing non-critical provisions

Eliminating provisions that were simply not critical to Xerox or our customers' ability to comfortably enter into an agreement (e.g., removal of explanatory language as to how service should be engaged by the Customer).

What has changed in the Terms and Conditions

In addition, however, some relatively major changes were implemented in our standard terms that will **change the “deal”** we strike with our customers.

Changes to Warranty

- Warranties are now limited to “sold” products only (i.e., we have deleted any mention of warranties for lease customers). Note, however, that via the Adjustment Period section, the cost of service can still be removed from a customer’s bill for any specific number of reasons.
- Warranties on upgrades have been limited to “sold upgrades without FSMA” and have been standardized at 30 days.

Changes to the Total Satisfaction Guarantee

Total Satisfaction Guarantee (TSG) has been clarified to distinguish those products that receive only one year of coverage (i.e., ODP products) and to remove what had been a stated exception for damages due to “Acts of God.”

Changes to Early Termination Charges (ETCs)

- Maintenance Early Termination Charges (“ETCs”) have been standardized for all products at the new periods of 6 months for one-year agreements and 12 months for multi-year agreements.
- The number of rental ETC “options” has been reduced from four (i.e., full payout, option to upgrade, option to upgrade/downgrade, option to upgrade/downgrade/cancel) to two, with full payout being established as the default and a more limited 6 month ETC period available as a paid option (now termed the Rental Flexibility Plan).

Standardized the term "Previously Installed Equipment"

The terms "in-place equipment", "Used equipment", "previously installed equipment", and "previously owned equipment" have all been consolidated under the term "Previously Installed Equipment."

RIC no longer in Ts & Cs

We have deleted all references to RIC in our Ts & Cs (it is now simply a feature to be marketed as a Xerox competitive advantage).